

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FRANK L. DILEONARDO, JR. as)	
trustee of the Frank L. DiLeonardo,)	
Jr. Trust, and TIMOTHY N. TATUM,)	
an individual,)	Case No. 07 C 6617
)	
Plaintiffs,)	Judge Charles R. Norgle
v.)	
)	Magistrate Judge Susan E. Cox
JOSEPH FLETCHER, an individual,)	
)	
Defendant.)	

AFFIDAVIT OF DOUGLAS A. HANSON

I, Douglas A. Hanson, state, under penalty of perjury, as follows:

A. I am a shareholder of the law firm of Schuyler, Roche P.C. ("SR"). I, along with an associate at SR James J. McNamara, represent the Plaintiffs, Frank L. DiLeonardo, as trustee, and Timothy N. Tatum, in the above referenced matter.

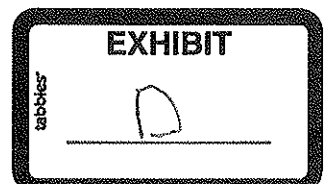
B. I have personal knowledge of the facts contained in this Affidavit and, if called to testify, could testify competently with respect thereto.

C. I received my J.D. from the Chicago-Kent College of Law in 1987, and was admitted to the Illinois bar in the same year. I concentrate my practice in real estate, estate planning and administration and general litigation.

D. James J. McNamara received his J.D. from the Seton Hall University School of Law in 2005, and was admitted to the Illinois bar in the same year. He concentrates his practice in general civil litigation and commercial litigation.

E. Angelique K. Guinn is a paralegal at SR and received her paralegal certificate in 1991. A vast majority of her work is in general civil litigation and commercial litigation.

F. Fees for professional services and costs associated with this matter are recorded in the attached invoices (Exhibit A hereto) which have been prepared on the basis of the normal hourly rates charged by SR for each attorney and paralegal who works on a matter.



G. My hourly rate for this client is a discounted rate of \$240.00 per hour (I normally charge \$335.00 per hour). The current hourly rate of James J. McNamara is \$220.00 per hour. The hourly rate of Angelique K. Guinn is \$147.00 per hour. Based on my knowledge of prevailing rates in the Chicago legal market, these hourly rates are reasonable and appropriate in light of my skills and years of practice and in light of the aforementioned attorney's and paralegal's skills and years of practice.

H. Each lawyer at SR routinely prepares, on a near daily basis, written time records on all cases on which they are working. The maintenance of these time records is a normal and customary practice of SR that is followed by each SR shareholder, partner, associate or paralegal.

I. The written time records are input into the internal computerized SR time and billing system. "Billing information memos" are then generated by that system for each client matter whenever requested by the billing attorney. The billing information memo sets forth the date, the time expended and a description of the services performed by each SR attorney and paralegal on the particular matter for the period (usually a calendar month) covered by that billing information memo. Based on the billing information memos, SR's internal time and billing system generates invoices which SR submits to its clients.

J. Attached hereto are the SR invoices recording the fees for all professional services rendered to the Plaintiffs, Frank L. DiLeonardo, as trustee, and Timothy N. Tatum, and the costs incurred by SR on their behalf, from November 5, 2007 through May 31, 2008, in conjunction with this matter.

K. Based on my experience and knowledge, the attorneys' and paralegal fees reflected on the attached invoices represent an eminently fair and reasonable fee for the professional services rendered by SR to Frank L. DiLeonardo and Timothy N. Tatum. in this case throughout the period covered therein.

L. The invoices show that from November 5, 2007, through May 31, 2008, the fees incurred by the lawyers (and paralegal) for professional services total \$11,708.90. The costs incurred by SR on behalf of Frank L. DiLeonardo, as trustee, and Timothy N. Tatum between

November 5, 2007, through May 31, 2008, total \$694.22. Accordingly, the value of all attorneys' fees and costs for work performed by SR in connection with this arbitration from November 5, 2007, through May 31, 2008, totals \$12,403.12.

N. Since May 31, 2008, James J. McNamara has spent an additional 1.1 hours and Angelique K. Guinn has spent an additional 0.3 hours working on this arbitration. SR has also incurred an additional \$18.60 in costs since May 31, 2008, all of which is unbilled through June 17, 2008. Further, I estimate that James J. McNamara has spent another 3 hours preparing and drafting the Petition for Attorneys' Fees and Costs. At his normal hourly rate of \$220.00, the time spent since May 31, 2008 amounts to an additional \$902.00 in additional attorneys' fees, while Angelique Guinn's time, at her new standard hourly rate of \$155.00, amounts to an additional \$46.50. I also estimate that it took me one hour to review the Petition for Attorneys' Fees and Costs and to prepare this Affidavit. At my discounted hourly rate of \$240.00, that amounts to an additional \$240.00 in attorneys' fees. As such, I estimate that an additional \$1,207.10 in attorney and paralegal fees through the conclusion of this matter will be recorded.

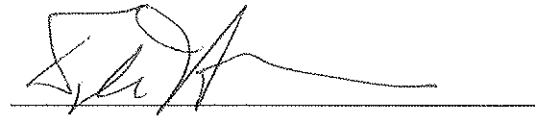
O. Adding these costs, attorney and paralegal fees to the attorneys' fees and costs reflected in the attached Exhibit A, the total value of the legal services provided to the Plaintiffs through the end of this matter will approximately be \$13,610.22.

P. Thus far, the Defendant, Joseph Fletcher, has already paid the Plaintiffs \$2,500.00 in attorneys' fees and costs. A deduction to the total attorneys' fees and costs shall be made in that amount. Therefore, the total outstanding value of legal services provided to the Plaintiffs through the end of this matter will approximately be \$11,110.22.

Q. I am personally familiar with all work performed by SR in this matter. The amount of time devoted to representing the Plaintiffs in this matter, the amount billed for that time, and the costs incurred were reasonable and customary.

R. The work performed was necessary and proper to provide the Plaintiffs with proper representation.

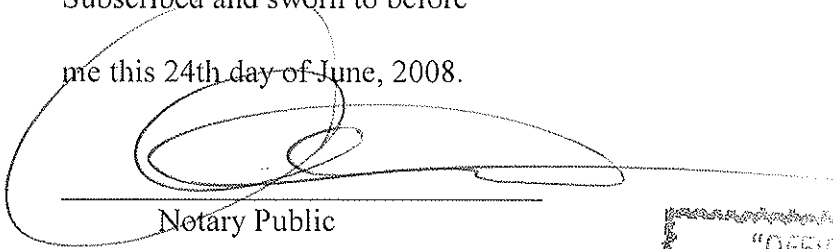
S. I state under penalty of perjury that the foregoing is true and correct.

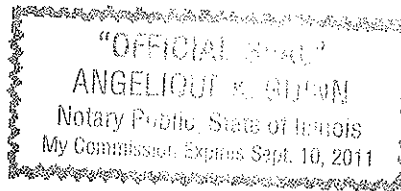


Douglas A. Hanson

Subscribed and sworn to before

me this 24th day of June, 2008.



Notary Public

Douglas A. Hanson
James J. McNamara
Counsel for the Plaintiffs
Schuyler Roche, P.C.
One Prudential Plaza
130 East Randolph Street, Suite 3800
Chicago, Illinois 60601
Tel: 312-565-2400
Fax: 312-565-8300
525383

Exhibit A

Schuyler Roche Invoices From November 5, 2007 Through May 31, 2008

<u>Invoice Date</u>	<u>Fees</u>	<u>Costs</u>	<u>Total</u>
December 14, 2007	\$2,478.10	\$0	\$2,478.10
January 17, 2008	\$2,873.50	\$155.50	\$3,029.00
February 21, 2008	\$2,111.50	\$356.41	\$2,467.91
March 17, 2008	\$1,517.80	\$54.38	\$1,572.18
April 21, 2008	\$484.00	\$52.48	\$536.48
May 21, 2008	\$1,210.00	\$71.40	\$1,281.40
June 24, 2008	\$1,034.00	\$4.05	\$1,038.05
GRAND TOTAL	\$11,708.90	\$694.22	\$12,403.12



SCHUYLER, ROCHE & ZWIRNER
A Professional Corporation

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gstanton@srzlaw.com
TEL 312.565.2400
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INVOICE

Frank DiLeonardo
440 S. LaSalle Street
Suite 3100
Chicago, IL 60605

December 14, 2007

Invoice # 9020783

FOR PROFESSIONAL SERVICES RENDERED during the period of November 5, 2007 through and including November 30, 2007 in connection with the matter styled Dispute with Joseph Fletcher which services included the following:

11/05/07	DAH	0.50	Review of Note and file for lawsuit; telephone conference with F. DiLeonardo regarding same;
11/06/07	DAH	1.10	Conference with M. Roche, F. DiLeonardo and J. McNamara regarding initiation of lawsuit, choice of forum and court and collectibility of Note;
11/07/07	DAH	0.30	Exchange of emails with F. DiLeonardo regarding strategy to give Fletcher time to obtain bridge loan;
11/07/07	JJM	4.30	Draft and revise conflict waiver of conflict letter for Frank L. DiLeonardo and Timothy N. Tatum; draft and revise Complaint at Law against Joseph Fletcher in connection with the Monterey Music Summit 2007;
11/08/07	DAH	0.10	Emails with F. DiLeonardo regarding strategy to temporarily postpone lawsuit to draft and forward complaint to Fletcher with final demand;
11/08/07	JJM	0.80	Continue to draft and revise Complaint at Law against Joseph Fletcher in connection with the Monterey Music Summit 2007;
11/09/07	DAH	0.50	Review and revision of Fletcher complaint; emails and calls with J. McNamara regarding contents of email to Fletcher;
11/09/07	JJM	0.20	Telephone conferences (various) with F. DiLeonardo regarding the Complaint and the strategy moving forward;

Frank DiLeonardo
 December 14, 2007
 Page 2

11/19/07	DAH	1.00	Handled invoice matter to finalize repayment of loan;
11/23/07	JJM	0.30	E-mails (various) regarding filing the Complaint against Joseph Fletcher;
11/26/07	JJM	1.10	File complaint against Joseph Fletcher; draft e-mail correspondence to Frank DiLeonardo and Timothy Tatum, Jr.;
11/26/07	AKG	1.20	Discussion with James McNamara regarding preparation of pleadings for filing of new federal matter; preparation of civil cover sheet; preparation of attorney appearance; preparation of summons; e-file complaint, summons, civil cover sheet and attorney appearance; correspondence to process server regarding out of state service; revisions to summons;
11/27/07	AKG	0.20	Discussion with our process server, Lynn, regarding service on defendant; discussion with James McNamara relative to same;
11/29/07	AKG	0.40	Communication with process server regarding service on defendant; discussion with James McNamara relative to same;

Total Fees This Matter

\$2,478.10

SUMMARY OF PROFESSIONAL SERVICES

<u>NAME</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Douglas A. Hanson	3.50	240.00	840.00
James J. McNamara	6.70	205.00	1,373.50
Angelique K. Guinn	1.80	147.00	264.60

Total Due This Statement

\$2,478.10

TOTAL DUE:

\$2,478.10



SCHUYLER, ROGHE & ZWIRNER
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INVOICE

Frank DiLeonardo
440 S. LaSalle Street
Suite 3100
Chicago, IL 60605

January 17, 2008

Invoice # 9021505

FOR PROFESSIONAL SERVICES RENDERED during the period of December 3, 2007 through and including December 31, 2007 in connection with the matter styled Dispute with Joseph Fletcher which services included the following:

12/03/07	JJM	0.50	Telephone conferences (various) with Frank DiLeonardo regarding the service of Joseph Fletcher; e-mail correspondence (various) with Frank DiLeonardo and Tim Tatum regarding the service of Joseph Fletcher; telephone conferences (various) with process server regarding the service of Joseph Fletcher;
12/03/07	AKG	0.30	Discussion with James McNamara regarding service of defendant; discussion with process server relative to same;
12/04/07	JJM	0.40	Telephone conferences (various) with Frank DiLeonardo regarding the service of Joseph Fletcher; e-mail correspondence (various) with Frank DiLeonardo and Tim Tatum regarding the service of Joseph Fletcher; telephone conferences (various) with process server regarding the service of Joseph Fletcher;
12/04/07	AKG	0.20	Telephone conversation with process server regarding service on defendant;
12/06/07	AKG	0.20	Discussion with process server regarding service on defendant;
12/07/07	JJM	0.50	Telephone conferences (various) with process server regarding the service of Fletcher on December 4, 2007; telephone conference with Frank DiLeonardo regarding the service of Fletcher on December 7, 2007; review

Frank DiLeonardo
 January 17, 2008
 Page 2

			e-mails sent by Fletcher stating that he is working on paying the amount due and owing DiLeonardo and Tatum;
12/11/07	JJM	0.50	E-mail correspondence with Frank DiLeonardo regarding conferences with Fletcher's current representation and Fletcher's request for an extension of time to answer or otherwise plead; telephone conferences (various) with Fletcher's current representation regarding possible settlement and an extension of time to answer or otherwise plead;
12/11/07	AKG	0.30	Electronically file return of service of summons;
12/13/07	JJM	1.50	Draft and revise Joseph Fletcher's Consent to Judgment to be used in conjunction with the Settlement Agreement and Mutual Release; telephone conference with Karyn Forbes regarding Fletcher's offer to settle this matter; telephone conferences (several) with Frank L. DiLeonardo regarding Fletcher's settlement offer;
12/14/07	JJM	1.00	Continue to draft and revise Joseph Fletcher's Consent to Judgment to be used in conjunction with the Settlement Agreement and Mutual Release;
12/17/07	JJM	1.70	Telephone conference with Frank L. DiLeonardo regarding settlement terms and Fletcher's Consent to Judgment; draft and revise e-mail correspondence to Frank L. DiLeonardo and Timothy Tatum regarding Fletcher's current proposal; telephone conferences (various) with Karyn Rhodes regarding Fletcher's Consent to Judgment and DiLeonardo's new demand; draft and revise the Mutual Release and Settlement Agreement;
12/18/07	JJM	0.20	Draft e-mail correspondence to Karyn Rhodes regarding Fletcher's Affidavit for Consent to Judgment;
12/19/07	JJM	1.60	Draft and revise Settlement Agreement and Mutual Release;
12/20/07	JJM	2.10	Continue to draft and revise Joseph Fletcher's Affidavit for Consent to Judgment; continue to draft and revise Settlement Agreement and Mutual Release;
12/21/07	JJM	0.40	Draft e-mail correspondence to DiLeonardo and Tatum to communicate Fletcher's current proposal; draft e-mail

Frank DiLeonardo
 January 17, 2008
 Page 3

correspondence to attorney Karyn Rhodes to confirm Fletcher's \$286,000 proposal and to confirm Fletcher's payment plan;

12/26/07	JJM	1.90	Continue to draft and revise Settlement Agreement and Mutual Release and the Affidavit for Consent to Judgment; telephone conference with Frank L. DiLeonardo regarding the Settlement Agreement and Mutual Release; telephone conference with attorney Eric Patt regarding Fletcher's Answer to the Complaint and the Settlement Agreement and Mutual Release; draft e-mail correspondence with Karyn Rhodes regarding Fletcher's Answer to the Complaint, Fletcher's retention of attorney Eric Patt and the Settlement Agreement and Mutual Release;
12/27/07	JJM	0.50	Telephone conferences (various) with attorney Karyn Forbes regarding the Settlement Agreement and Fletcher's consent to judgment;
12/28/07	JJM	0.50	Telephone conference with attorneys Eric Patt and Karyn Forbes regarding the Settlement Agreement and Fletcher's Consent to Judgment;

Total Fees This Matter	\$2,873.50
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SUMMARY OF PROFESSIONAL SERVICES

<u>NAME</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James J. McNamara	13.30	205.00	2,726.50
Angelique K. Guinn	1.00	147.00	147.00

DISBURSEMENTS

NISA: Service on defendant	155.50
Total Disbursements	\$155.50

Total Due This Statement	\$3,029.00
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PRIOR OUTSTANDING INVOICES

9020783	December 14, 2007	\$2,478.10
		\$2,478.10

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gstanton@srzlaw.com
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FAX 312 565.8300**INVOICE**Frank DiLeonardo
440 S. LaSalle Street
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Chicago, IL 60605

February 21, 2008

Invoice # 9022314

FOR PROFESSIONAL SERVICES RENDERED during the period of November 26, 2007 through and including January 31, 2008 in connection with the matter styled Dispute with Joseph Fletcher which services included the following:

01/02/08	JJM	0.40	Revise Settlement Agreement and Consent to Judgment; telephone conferences (various) with attorney Eric Patt regarding proposed revisions to the Settlement Agreement and Consent to Judgment;
01/04/08	JJM	0.60	Revise Settlement Agreement and Consent to Judgment; telephone conferences (various) with attorney Eric Patt regarding proposed revisions to the Settlement Agreement and Consent to Judgment;
01/08/08	JJM	0.20	Draft correspondence to Frank DiLeonardo and Tim Tatum advising them of recent developments and revised language used in the Settlement Agreement;
01/09/08	JJM	0.50	Revise Settlement Agreement and Consent to Judgment; telephone conferences (various) with attorney Eric Patt regarding the final version of the Settlement Agreement and Consent to Judgment;
01/14/08	JJM	3.50	Draft correspondence to Frank L. DiLeonardo and Timothy N. Tatum to advise them of settlement issues and any issues that may arise going forward; revise Settlement Agreement and Mutual Release; telephone conference with attorney Eric Patt in order to advise Joseph Fletcher of our final offer; draft and revise Stipulation of Dismissal;
01/15/08	JJM	2.60	Draft correspondence to Frank L. DiLeonardo and Timothy N. Tatum to advise them Fletcher has signed the settlement agreement; telephone conference with attorney

Frank DiLeonardo
 February 21, 2008
 Page 2

			Eric Patt regarding signed settlement agreement; continue to draft and revise Stipulation of Dismissal;
01/16/08	JJM	0.70	Continue to draft and revise Stipulation of Dismissal;
01/21/08	JJM	1.50	Telephone conferences (various) with Frank DiLeonardo and Eric Patt regarding the first installment payment due and owing on January 21, 2008; draft and revise notice of default under the Settlement Agreement;
01/22/08	JJM	0.30	Continue to draft and revise correspondence to Joseph Fletcher regarding his default under the Settlement Agreement;

Total Fees This Matter **\$2,111.50**

SUMMARY OF PROFESSIONAL SERVICES

<u>NAME</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James J. McNamara	10.30	205.00	2,111.50

DISBURSEMENTS

Certified Mail	5.21
Filing Fees	350.00
Photocopy Charges	1.20

Total Disbursements **\$356.41**

Total Due This Statement **\$2,467.91**

PRIOR OUTSTANDING INVOICES

9020783	December 14, 2007	\$247.81
9021505	January 17, 2008	\$341.29
		<u>\$589.10</u>

TOTAL DUE: **\$3,057.01**



SCHUYLER ROCHE, P.C.

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INVOICE

Frank DiLeonardo
440 S. LaSalle Street
Suite 3100
Chicago, IL 60605

March 17, 2008

Invoice # 9022803

FOR PROFESSIONAL SERVICES RENDERED during the period of January 22, 2008 through and including February 29, 2008 in connection with the matter styled Dispute with Joseph Fletcher which services included the following:

02/04/08	JJM	0.40	Telephone conferences (various) with attorney Eric Patt regarding Fletcher's delinquent payment pursuant to the Settlement Agreement; telephone conference with Frank L. DiLeonardo regarding Fletcher's delinquent payment pursuant to the Settlement Agreement;
02/06/08	JJM	0.50	E-mail correspondence (various) with Tim Tatum and Frank L. DiLeonardo regarding Fletcher's lack of payment; telephone conferences (various) with attorney Eric Patt regarding Fletcher's lack of payment;
02/07/08	JJM	2.20	Draft and revise Motion to Enforce Consent Judgment; e-mail correspondence (various) with Tim Tatum and Frank L. DiLeonardo regarding Fletcher's lack of payment; telephone conferences (various) with attorney Eric Patt regarding Fletcher's lack of payment;
02/08/08	JJM	1.60	Revise and file Motion to Enforce Consent to Judgment;
02/08/08	AKG	1.40	Preparation of proposed order; electronic filing of Motion to Enforce Judgment; preparation of e-correspondence to Judge Nagel enclosing proposed order with courtesy copies to counsel of record;
02/14/08	JJM	0.50	Telephone conferences (various) with attorney Eric Patt regarding Fletcher's proposed extension of time to pay; telephone conference with Judge Norgle's clerk regarding time for Defendant to respond to Plaintiff's motion in writing;

Frank DiLeonardo
 March 17, 2008
 Page 2

02/16/08	JJM	0.90	Prepare demand letter to be sent on February 18th to Joseph Fletcher regarding his default for payments pursuant to settlement terms;
02/20/08	JJM	0.30	Review e-mail from F. DiLeonardo regarding Joseph Fletcher's latest scheduled concert in Tobago and course of action to be taken in connection therewith; telephone conference with opposing counsel;

Total Fees This Matter **\$1,517.80**

SUMMARY OF PROFESSIONAL SERVICES

<u>NAME</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James J. McNamara	6.40	205.00	1,312.00
Angelique K. Guinn	1.40	147.00	205.80

DISBURSEMENTS

Certified Mail	5.21
Delivery Charges	45.87
Photocopy Charges	3.30

Total Disbursements **\$54.38**

Total Due This Statement **\$1,572.18**

PRIOR OUTSTANDING INVOICES

9020783	December 14, 2007	\$247.81
9021505	January 17, 2008	\$341.29
9022314	February 21, 2008	\$2,467.91
		\$3,057.01

TOTAL DUE: **\$4,629.19**

SCHUYLER ROCHE, P.C.

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INVOICE

Frank DiLeonardo
440 S. LaSalle Street
Suite 3100
Chicago, IL 60605

April 21, 2008

Invoice # 9023479

FOR PROFESSIONAL SERVICES RENDERED during the period of February 18, 2008 through and including March 31, 2008 in connection with the matter styled Dispute with Joseph Fletcher which services included the following:

03/04/08	JJM	0.40	Telephone conferences (various) with attorney Eric Patt regarding Fletcher's ability to pay the current amount due and owing under the Settlement Agreement; telephone conference with Frank DiLeonardo regarding Fletcher's ability to pay the current amount due and owing under the Settlement Agreement;
03/05/08	JJM	0.20	E-mail correspondence (various) to Timothy Tatum and Frank DiLeonardo regarding Fletcher's offer to become current on the payment plan detailed in the Settlement Agreement;
03/10/08	JJM	0.80	Review letter from opposing counsel enclosing settlement checks; telephone conference with Frank DiLeonardo regarding proposed settlement terms; e-mail correspondence to Tim Tatum and Frank DiLeonardo regarding proposed settlement terms and status of checks in the amount of \$72,500.00; telephone conferences (various) with attorney Eric Patt regarding status of checks in the amount of \$72,500.00;
03/19/08	JJM	0.60	Telephone conferences (various) with Judge Norgle's Deputy Clerk, Eric Fulbright, regarding the withdrawal of Plaintiff's Motion to Enforce Consent to Judgment; draft proposed order withdrawing Plaintiff's Motion to Enforce Consent to Judgment; e-mail correspondence to Frank

Frank DiLeonardo
 April 21, 2008
 Page 2

DiLeonardo and Timothy Tatum advising them of our pending withdrawal of our Motion to Enforce Consent to Judgment; telephone conference with Fletcher's attorney, Eric Patt, regarding the withdrawal of our Motion to Enforce the Consent to Judgment;

03/25/08	JJM	0.20	E-mail correspondence with Fletcher's attorney, Eric Patt, regarding the withdrawal of our Motion to Enforce the Consent to Judgment;
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Total Fees This Matter	\$484.00
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SUMMARY OF PROFESSIONAL SERVICES

<u>NAME</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James J. McNamara	2.20	220.00	484.00

DISBURSEMENTS

Delivery Charges	52.48
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Total Disbursements	\$52.48
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Total Due This Statement	\$536.48
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TOTAL DUE:	\$536.48
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SCHUYLER ROCHE, P.C.

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INVOICE

Frank DiLeonardo
440 S. LaSalle Street
Suite 3100
Chicago, IL 60605

May 21, 2008

Invoice # 9024306

FOR PROFESSIONAL SERVICES RENDERED during the period of April 14, 2008 through and including April 30, 2008 in connection with the matter styled Dispute with Joseph Fletcher which services included the following:

04/14/08	JJM	0.40	Telephone conferences (various) with attorney Eric Patt regarding Fletcher's ability to pay the amount due and owing under the Settlement Agreement on April 15, 2008; e-mail correspondence with Frank DiLeonardo and Tim Tatum regarding Fletcher's ability to pay the amount due and owing under the Settlement Agreement on April 15, 2008;
04/15/08	JJM	0.40	Telephone conferences (various) with the attorney for Joseph Fletcher, Eric Patt, regarding Fletcher's now delinquent payment;
04/16/08	JJM	0.40	Draft and revise letter to Joseph Fletcher informing him that his payment on the Settlement Agreement is now deficient;
04/18/08	JJM	0.40	E-mail correspondence to Tim Tatum and Frank L. DiLeonardo advising them of my conversation with Fletcher's attorney, Eric Patt; telephone conference with the attorney for Joseph Fletcher, Eric Patt, regarding Fletcher's delinquent payment;
04/25/08	JJM	0.40	Telephone conferences (various) with attorney Eric Patt regarding Fletcher's failure to pay the amount due and owing on April 15, 2008; e-mail correspondence to Frank DiLeonardo and Tim Tatum advising them of the

Frank DiLeonardo
 May 21, 2008
 Page 2

telephone conferences with attorney Eric Patt;

04/30/08	JJM	3.50	Draft and revise motion to enforce the settlement agreement; draft notice of motion; draft and revise proposed order; telephone conference with Fletcher's attorney, Eric Patt, regarding the motion to enforce the settlement agreement; e-mail correspondence with Frank DiLeonardo and Tim Tatum regarding Plaintiff's motion to enforce the settlement agreement;
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Total Fees This Matter

\$1,210.00

SUMMARY OF PROFESSIONAL SERVICES

<u>NAME</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James J. McNamara	5.50	220.00	1,210.00

DISBURSEMENTS

Certified Mail	5.21
Delivery Charges	66.05
Westlaw on-line search charges	0.14

Total Disbursements

\$71.40

Total Due This Statement

\$1,281.40

PRIOR OUTSTANDING INVOICES

9023479	April 21, 2008	\$268.24
		<u>\$268.24</u>

TOTAL DUE:

\$1,549.64

**SCHUYLER ROCHE, P.C.**

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INVOICE

Frank DiLeonardo
440 S. LaSalle Street
Suite 3100
Chicago, IL 60605

June 24, 2008

Invoice # 9024996

FOR PROFESSIONAL SERVICES RENDERED during the period of May 8, 2008 through and including May 31, 2008 in connection with the matter styled Dispute with Joseph Fletcher which services included the following:

05/08/08	JJM	1.20	Prepare for hearing on motion to enforce settlement agreement before Judge Charles Norgle on May 9, 2008; telephone conference with Frank DiLeonardo regarding the hearing on our motion to enforce the settlement agreement;
05/09/08	JJM	1.70	Attend hearing on motion to enforce settlement agreement before Judge Charles Norgle; telephone conference with Frank DiLeonardo regarding the hearing on our motion to enforce the settlement agreement;
05/14/08	JJM	0.20	E-mail correspondence with attorney for Fletcher, Eric Patt;
05/15/08	JJM	0.20	E-mail correspondence with attorney for Fletcher, Eric Patt;
05/22/08	JJM	0.20	E-mail correspondence to Frank L. DiLeonardo and Timothy Tatum regarding presentment of our motion to enforce the settlement agreement on May 23, 2008;
05/23/08	JJM	1.20	Present motion to enforce settlement agreement to Judge Charles Norgle on May 23, 2008; telephone conference with Frank DiLeonardo and Timothy Tatum regarding the hearing on our motion to enforce the settlement agreement;

Total Fees This Matter

\$1,034.00

Frank DiLeonardo
June 24, 2008
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SUMMARY OF PROFESSIONAL SERVICES

<u>NAME</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
James J. McNamara	4.70	220.00	1,034.00

DISBURSEMENTS

Photocopy Charges	4.05
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Total Disbursements

\$4.05**Total Due This Statement**

\$1,038.05

TOTAL DUE: \$1,038.05